



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Serco Australia Pty Limited**  
(AG2023/749)

## **SERCO CLARENCE CORRECTIONAL CENTRE SUPERVISORS ENTERPRISE AGREEMENT 2023**

Corrections and detentions

COMMISSIONER MCKINNON

SYDNEY, 6 APRIL 2023

*Application for approval of the Serco Clarence Correctional Supervisors Enterprise Agreement 2023*

- [1] Serco Australia Pty Limited has applied for approval of a single enterprise agreement known as the *Serco Clarence Correctional Supervisors Enterprise Agreement 2023* (the Agreement).
- [2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the *Fair Work Act 2009* as are relevant to this application for approval have been met.
- [3] The Agreement is approved and will operate from 13 April 2023. The nominal expiry date of the Agreement is 31 March 2026.
- [4] The Agreement covers the CPSU, the Community and Public Sector Union.



COMMISSIONER

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Serco Clarence Correctional Supervisors  
Enterprise Agreement 2023

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## 1. Definitions

Act	<i>Fair Work Act 2009</i> (Cth)
Clarence Correctional Centre Contract	<b>Serco's</b> contract with the NSW Government for the purpose of operating the Clarence Correctional Centre.
Agreement	This Enterprise Agreement
Casual Employment	The meaning contained in the dictionary of the Act
Commencement Date	The seventh day after the date on which the Fair Work Commission approves the Agreement
Default Super Fund	Australian Super
Immediate Family	The meaning contained in the dictionary of the Act
NES	The National Employment Standards contained in the Act
NES Shiftworker	For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is an Employee who: <ul style="list-style-type: none"> <li>a) works a roster;</li> <li>b) may be rostered to work ordinary shifts on any of the 7 days of the week over the roster cycle; and</li> <li>c) is regularly rostered to work on Sundays and public holidays.</li> </ul>
Serco	Serco Australia Pty Limited (ACN 003 677 352)

## 2. About the Agreement

### Name

This Agreement is known as the *Serco Clarence Correctional Centre Supervisors Enterprise Agreement 2023*.

### Coverage

#### 2.2 This Agreement will cover:

- a) Serco Australia Pty Limited (ACN 003 677 352) in respect of its employees within the Clarence Correctional Centre Contract who are covered by this Agreement;
- b) Employees of Serco who are engaged on a full time basis in the classification of '**Correctional Supervisor**' under the Clarence Correctional Centre Contract; and
- c) The Community and Public Sector Union, provided written notice is given in accordance with s 183 (1) of the Act and the Fair Work Commission notes in the document to approve the Agreement that the Agreement covers the Community and Public Sector Union.

### Period of Operation

- 2.3 The Agreement commences operation on the Commencement Date and has a nominal expiry date of 31 March 2026.

### NES Precedence

- 2.4 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## 3. Flexibility

- 3.1 Serco and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a) the agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - b) the arrangement meets the genuine needs of Serco and the Employee in relation to one or more of the matters mentioned in paragraph a); and the arrangement is genuinely agreed to by the employer and employee.
- 3.2 Serco must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under s 172 of the Act; and
  - b) are not unlawful terms under s 194 of the Act; and
  - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 3.3 Serco must ensure that the individual flexibility arrangement:
- a) is in writing; and
  - b) includes the name of **Serco's employing entity** and the Employee; and
  - c) is signed by Serco and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - (iv) states the day on which the arrangement commences.
- 3.4 Serco must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 3.5 Serco or the Employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if Serco and the Employee agree in writing – at any time.

#### 4. Consultation

4.1 This term applies if Serco:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

##### Major Change

4.2 For a major change referred to in paragraph 4.1a):

- a) Serco must notify the relevant employees of the decision to introduce the major change; and
- b) subclauses 4.3 to 4.9 apply.

4.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

4.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the Employee or Employees advise the employer of the identity of the representative; Serco must recognise the representative.

4.5 As soon as practicable after making its decision, Serco must:

- a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- b) for the purposes of the discussion – provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.

4.6 However, Serco is not required to disclose confidential or commercially sensitive information to the relevant employees.

4.7 Serco must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- 4.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 4.2a) and subclauses 4.3 and 4.5 are taken not to apply.
- 4.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- a) the termination of the employment of Employees; or
  - b) major change to the composition, operation or size of the Serco's workforce or to the skills required of Employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain Employees; or
  - f) the need to relocate Employees to another workplace; or
  - g) the restructuring of jobs.

#### Change to Regular Roster or Ordinary Hours of Work

- 4.10 For a change referred to in paragraph 4.1b):
- a) Serco must notify the relevant employees of the proposed change; and
  - b) subclauses 4.11 to 4.15 apply.
- 4.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 4.12 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the Employee or Employees advise Serco of the identity of the representative;
- Serco must recognise the representative.
- 4.13 As soon as practicable after proposing to introduce the change, Serco must:
- a) discuss with the relevant employees the introduction of the change; and
  - b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what Serco reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that Serco reasonably believes are likely to affect the Employees; and
  - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 4.14 However, Serco is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 4.15 Serco must give prompt and genuine consideration to matters raised about the change by the relevant employees.



4.16 In this term:

relevant employees means the Employees who may be affected by a change referred to in subclause 4.1.

## 5. Dispute Resolution

5.1 If a dispute relates to:

- a) a matter arising under the Agreement; or
- b) the NES;

this term sets out procedures to settle the dispute.

5.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

5.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant management.

5.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

5.5 The Fair Work Commission may deal with the dispute in two stages:

- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

5.6 While the parties are trying to resolve the dispute using the procedures in this term:

- a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) an Employee must comply with a direction given by Serco to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the Employee to perform; or
  - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

5.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## 6. Types of Employment

### Full-Time

6.2 A full-time Employee is engaged to work an average of 38 ordinary hours per week.

### Specified Term

6.3 A specified term Employee is one who is employed a specified period of time or for a specified task or project.

6.4 The provisions of this Agreement apply to a specified term Employee except for clause 16.1 and 16.2, clause 17; and subclause 13.18.

### Probation

6.5 The employment of all new Employees is subject to a 6 month probationary period.

## 7. Remuneration

### Rates of Pay

7.2 The base rates of pay are contained in Schedule 1 of the Agreement.

7.3 The rates in Schedule 1 incorporate:

- a) the rates of pay that are effective from the first pay period from 1 April 2023.
- b) an increase of 3.5% in the first pay period to commence on or after 1 April 2024; and
- c) an increase of 3.5% in the first pay period to commence on or after 1 April 2025.

7.4 Serco will pay Employees fortnightly by direct funds transfer into a complying account at a bank or other financial institution the Employee nominates. Serco may change the dates or frequency of pay by giving notice of at least a fortnight.

7.5 **However, where an Employee's** hours of work are averaged over a period which is greater than a fortnight, Serco may pay any overtime relating to that period on the first pay day after the averaging period concludes. Such payments must also occur on a fortnightly basis where required.

### Higher Duties

7.6 Serco may require an employee to perform higher duties from time to time.

7.7 A Higher duties payment shall be payable to an employee who undertakes the full responsibilities of a higher paid position for the period in which they perform those higher duties.

7.8 Higher duties are the **difference between an employee's current wage level and the minimum** wage range of the position in which he or she is acting or relieving.

### Superannuation

7.9 Serco will make minimum superannuation contributions on behalf of the Employee in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

7.10 Contributions must be made to a complying superannuation fund which, among other things, offers a MySuper product. An employee may nominate a superannuation fund.

- 7.11 However, if an Employee does not nominate a complying superannuation fund or fails to do so **within the prescribed time, Serco will request the Employee's Stapled Superannuation Fund** details from the Australian Taxation Office. Serco will make contributions to any Stapled Superannuation Fund details received in response to this request. In the absence of a Stapled Superannuation Fund, Serco will make contributions to the Default Fund (Australian Super), which is a compliant fund offering a MySuper product.
- 7.12 In the event the Default Super Fund ceases to be a compliant fund, Serco will make the contributions to a complying superannuation fund it nominates.

#### Salary Packaging

- 7.13 Subject to Serco's agreement, an Employee may package part of their base pay for superannuation or other benefits as approved by Serco from time to time.
- 7.14 An Employee will pay any fringe benefits tax and administration costs incurred as a result of the salary packaging arrangement.
- 7.15 Serco's superannuation contributions under clause 7.9 will be calculated based on the relevant pre-salary sacrifice earnings.

## 8. Ordinary Hours of Work and Rostering

#### Ordinary Hours of Work

- 8.1 The corrections industry operates 24 hours per day, 7 days per week (including weekends and public holidays). Subject to the terms of this Agreement, employees may be rostered to work their ordinary hours on any day and at any time in a day in order to meet operational requirements
- 8.2 The ordinary hours of work are 38 hours per week, averaged over a period of up to 8 weeks.
- 8.3 Rosters will be arranged such that ordinary hours shifts contain:
- a) a maximum of 12 ordinary hours worked; and
  - b) a minimum of 7.6 ordinary hours worked.
- 8.4 There must be a break of at least 8 hours between any 2 successive ordinary hours shifts.
- 8.5 Employees may request to change shifts and Serco may agree to the change. Serco is permitted to implement technology which automates shift changes, shift-swapping or similar voluntary changes to the roster.
- 8.6 Any major changes to the rosters will occur following consultation between the Employee, Employee representatives and the Employer in accordance with clause 4 Consultation Term of this Agreement.
- 8.7 Short term roster changes can be made by agreement with the employee however, where **agreement is not reached, a minimum 24 hours' notice will be provided of the change to the employee**, taking into account any views provided by the employee regarding the impact of the change, including their personal circumstances.
- 8.8 Where a situation arises that is deemed by Serco to be an emergency, employees may be required to alter their shifts to attend to the emergency without notice.

## 9. Public Holidays

9.1 The NES provide for public holiday entitlements.

## 10. Overtime

10.1 **The NES provides for Serco's right to require reasonable overtime.**

10.2 Overtime will be paid for any time worked outside or in excess of:

- a) the rostered ordinary hours; or
- b) the maximum ordinary hours for any individual shift; or
- c) 76 ordinary hours per pay fortnight.

10.3 When overtime is worked on any day or shift it will be paid at the following rates:

- a) 150% of the base rate of pay for first 3 hours and 200% of the base rate of pay thereafter for hours worked on Monday to Saturday (inclusive);
- b) 200% of the base rate of pay for all hours on Sunday;
- c) 250% of the base rate of pay for all hours on public holidays.

## 11. Call Back

11.1 Serco may require Employees to return to any work location to perform duty after they have finished work and left the premises. Serco will pay such an Employee at the appropriate overtime rate for a minimum of:

- a) 3 hours on Monday to Saturday;
- b) 4 hours on Sunday or public holidays.

## 12. Breaks

### Meal Breaks

12.1 Employees are entitled to an unpaid meal break of between 30 and 60 minutes unless they are provided with paid rest breaks under subclause 12.2.

### Rest Breaks

12.2 Shiftworkers are entitled to two paid rest breaks of at least 10 minutes in duration at times suitable to operational requirements taking into account the wishes of the Employee.

12.3 Paid rest breaks will count as time worked.

### Rest Periods

12.4 Employees are entitled to a rest period of at least 10 continuous hours continuous in each 24-hour period other than in emergency situations.

12.5 Employees required to work due to an emergency situation during or after a rest period is due, will receive overtime in accordance with clause 10 for all time so worked until a rest period of at least 8 hours continuous duration is taken.

## 13. Leave

### Annual leave

- 13.1 Employees who are not NES Shiftworkers are entitled to 4 weeks paid annual leave for each completed year of service.
- 13.2 Employees who are NES Shiftworkers are entitled to 5 weeks of paid annual leave for each completed year of service.
- 13.3 **An Employee's entitlement** to annual leave accrues progressively through a year of service according to the **Employee's ordinary hours of** work and accumulates from year to year.
- 13.4 An authorised people manager must approve annual leave in advance. Requests for annual leave will not be approved where they would impact on the operational requirements of the business. Serco must not unreasonably refuse an Employee's request to take annual leave.
- 13.5 The base rates of pay referenced in Schedule 1 include annual leave loading in compensation for the loss of the ability to work overtime during periods of annual leave.

### Cashing Out Annual Leave

- 13.6 An Employee may request Serco to pay out an amount equal to up to 2 weeks of unused, accrued annual leave at their base rate of pay, providing:
- a) the request is made in writing and if the Employee is under 18 years of age signed by the **Employee's parent or guardian**;
  - b) the Employee has taken at least 2 weeks of annual leave in the preceding 12 months;
  - c) cashing out the requested amount of annual leave would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks
  - d) each cashing out of a particular amount of annual leave is documented in a separate agreement in writing between the Employee and Serco;
  - e) the Employee is paid at least the full amount that would have been payable to the employee had the Employee taken the leave that the Employee has forgone.

### Paid Personal Leave

- 13.7 Employees are entitled to 10 days of paid personal leave (**sick/carer's leave**) for each completed year of service.
- 13.8 An **Employee's entitlement** to paid personal leave accrues progressively during a year of service according to the **Employee's ordinary hours of** work and accumulates from year to year.
- 13.9 In this Agreement, personal leave has the same meaning as that contained in the Act.
- 13.10 The Employee must notify Serco of any absence due to illness, injury or carer's responsibilities as soon as reasonably practicable. The Employee must notify Serco, providing an indication of the anticipated length of absence and nature of the personal illness, injury **or carer's responsibilities** giving rise to the absence.
- 13.11 If requested, an Employee must provide evidence that would satisfy a reasonable person as to the nature and circumstances of their leave (such as a medical certificate or statutory declaration). Serco has the discretion to require a medical certificate or other appropriate documentation from a registered health practitioner to verify their absence where this is reasonable.

13.12 Notwithstanding clause 13.11, any continuous absence of more than 2 days must be supported by providing a medical certificate.

13.13 Failure to notify Serco of an absence or provide evidence in support of an absence may result in unpaid leave for a part or the entire duration of the absence.

#### Community Service Leave

13.14 Employees are entitled to Community Service Leave in accordance with the NES.

#### Compassionate leave

13.15 Employees are entitled to compassionate leave in accordance with the NES.

#### Domestic and Family Violence Leave

13.16 Employees are entitled to Domestic and Family Violence leave in accordance with the NES.

#### Parental leave

13.17 Employees are entitled to unpaid parental leave in accordance with the NES.

13.18 Employees are entitled to paid parental leave **in accordance with Serco's paid parental leave policy.**

#### Long Service Leave

13.19 An Employee is entitled to long service leave in accordance with the relevant long service leave legislation in the State or Territory where the Employee is ordinarily employed.

#### Leave Without Pay

13.20 Serco may approve an employee's request for leave without pay at its absolute discretion on the basis that:

- a) the Employee has exhausted accrued annual leave and long service leave entitlements; and
- b) taking the leave will not unreasonably affect normal operational requirements of the business; and
- c) annual leave and personal leave will not accrue during any periods of unpaid leave.

## 14. Stand Down

14.1 Serco may stand down an Employee for any day or part of a day during which an employee cannot usefully be employed because of any strike, breakdown of equipment, work outage, client altering work patterns, volume or content and any stoppage of work for any cause for which the Company cannot reasonably be held responsible.

14.2 However, an Employee may take paid annual leave during part or all of a stand down period described in clause 14.1, subject to their accrued annual leave balance.

**15. Suspension**

- 15.1 Serco may suspend an Employee without loss of pay at any time, including during a notice period under clauses 16 or 17. The suspension of employment means that Serco may direct an Employee not to:
- a) perform some or all duties;
  - b) **attend Serco’s places of business; and/or**
  - c) access systems or utilise Serco property.

**16. Termination of Employment**

- 16.1 Serco or an Employee may terminate the **Employee’s employment by giving one week of notice** during a probationary period. Serco may elect to pay a part or all of this notice period in lieu.
- 16.2 Serco or an Employee may terminate the **Employee’s employment by giving notice in accordance** with the following period, other than during a probationary period. Serco may elect to pay a part or all of this notice period in lieu.

Continuous service with Serco	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 16.3 Serco must increase the period in clause 16.2 by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with Serco at the end of the day the notice is given.
- 16.4 Any period of notice may be varied by agreement between Serco and an Employee.
- 16.5 Where an Employee does not provide the required period of notice Serco may deduct the amount equal to the notice not provided up to a **maximum of one week’s earnings from their total pre-tax** termination pay.
- 16.6 The notice periods listed at clause 16.2 do not apply to a specified term or specified task employee whose contract ends due to the effluxion of time or the conclusion of the task, respectively.
- 16.7 Serco has the right to terminate an **Employee’s employment without notice for serious** misconduct or serious or persistent breach of the **Employee’s terms or** conditions of employment. The **employee’s** salary and other entitlements will be paid up to the time of termination only in cases of serious misconduct.

Abandonment of Employment

- 16.8 Subject to the requirements set out in subclause b), Serco may establish that an Employee has abandoned their employment where the Employee has been absent for at least three consecutive days of work where:

- a) the whole of the absence is not authorised or explained; or
  - b) the whole of the absence occurs without the employee notifying Serco before or as soon as practicable after the first day of that absence.
- 16.9 Where an Employee has been absent as described in subclause 16.8, Serco will take reasonable steps to:
- a) attempt to contact the Employee at the personal email, postal address or phone number on their personnel file;
  - b) provide the Employee with an opportunity to explain the absence from work within seven **days of the date of Serco's correspondence or contact; and**
  - c) genuinely consider any explanation the Employee provides.

- 16.10 An employee is deemed to have abandoned their employment where the Employee fails to respond to contact by Serco or to demonstrate an acceptable reason for the absence. Serco may give notice in accordance with either subclause 16.1 or 16.2.

#### Clearance from Customer

- 16.11 All employees are required to maintain the necessary approvals and clearances to work at the **centre as required by Serco's Customer. Loss of these** approvals or clearances will result in an automatic termination of employment. Any Customer approval or permit requirements are at the discretion of the Customer and may be withdrawn or varied at any time.

## 17. Redundancy

- 17.1 Redundancy is where Serco no longer requires the job done by an Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 17.2 Redundancy constitutes a significant workplace change, meaning clause 4 applies.

#### Redundancy Pay

- 17.3 Serco will give written notice to an Employee whose position is made redundant which includes the termination date and, where possible, an estimate of the final pay the Employee will receive.
- 17.4 An Employee who is made redundant is entitled to redundancy pay in accordance with the NES, in addition to notice or payment in lieu as described in clause 16. Redundancy pay is based on an **employee's continuous service with Serco.**
- 17.5 An Employee is not entitled to redundancy pay under this Agreement if the employee:
- a) resigns prior to receiving written notice of redundancy under clause 17.3 or is dismissed at any time;
  - b) is a specified term or specified task employee;
  - c) is offered, but declines the offer, of a suitable alternative position within Serco;
  - d) is offered a suitable alternative position within Serco or where the employee accepts any other position by choice.

#### Resignation During Notice Period

- 17.6 An employee who has received notice of redundancy may resign during the period of notice and will be entitled to the same benefits and payments under this clause had they continued working



until the expiry of the notice given by Serco. However, the employee will not be entitled to payment in lieu of notice in such circumstances.

#### Time Off During Notice Period

- 17.7 During a period of notice of redundancy given by the Serco, an employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. An employee may be granted more than one paid day off in each week, subject to providing proof of attendance at an interview (eg, a statutory declaration). Otherwise, the additional days will be treated as unpaid leave.

## 18. End of Contract

- 18.1 The following arrangements apply in the event that the Contract is terminated, not renewed or the business is otherwise moved from Serco to another employer:
- a) Serco will not be obliged to pay redundancy pay to an employee upon termination of employment:
    - (i) where an Employee accepts employment with the other employer, and the other employer recognises the **Employee's service with Serco as defined in the Act for the purpose of calculating long service leave, annual leave and redundancy pay**; or
    - (ii) where an employee rejects an offer of comparable employment with the other employer and which contains terms and conditions that are no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with Serco; and which recognises the **Employee's service with Serco as defined in the Act for the purpose of calculating long service leave, annual leave and redundancy pay**.
- 18.2 Serco will provide Employees with written notice employees as soon as practicable, when it becomes aware that the Contract will be terminated, not renewed, or the business otherwise moved to another employer. The written notice will include the details of any comparable alternative employment within Serco.
- 18.3 If requested by the other employer, Serco will provide the incoming tenderer for the Contract a list of employees who have given permission for their details to be provided and who wish to be considered for employment by the other employer.
- 18.4 Serco will provide any Employee whose employment is terminated as a result of the end of the Contract or a change of service provider with notification in writing of that termination, including **details of the employee's entitlements (including accrued annual leave) and a statement of service** (including length of service, hours of work, classification and shift configuration).
- 18.5 Serco will use best endeavours to facilitate a meeting between the other employer and outgoing Employees who are not offered suitable alternative employment within Serco.

Signed on behalf of the Employer



Julie Carroll

Chief Human Resources Officer

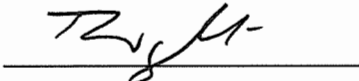
Serco Australia Pty Ltd

(ABN 44 003 677 352]

Level 23, 60 Margaret Street, Sydney, New South Wales, 2000

Dated this 13th day March of 2023

Signed on behalf of Employees



Troy Wright

Branch Assistant Secretary

Community and Public Sector Union

160 Clarence Street, Sydney, New South Wales, 2000

Dated this 13th day March of 2023

### Schedule 1 - Base Hourly Rates of Pay

Table One: rates effective from the first pay period to commence 1 April 2023

Classification	Base Hourly Rate of Pay
Correctional Supervisor	\$48.8866

Table Two: rates effective from the first pay period to commence on or after 1 April 2024

Classification	Base Hourly Rate of Pay
Correctional Supervisor	\$50.5976

Table Three: rates effective from the first pay period to commence on or after 1 April 2025

Classification	Base Hourly Rate of Pay
Correctional Supervisor	\$52.3685